RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AMENDMENT NO. 1, WITH SOLE SOURCE DESIGNATION, TO THE TRITECH SOFTWARE SYSTEMS, INC., AGREEMENT FROM OCTOBER 21, 2016, TO OCTOBER 20, 2017, AND AUTHORIZING THE PURCHASING AGENT TO EXTEND THE AGREEMENT ON AN ANNUAL BASIS FOR UP TO FOUR (4) ADDITIONAL YEARS WITH AN ANNUAL INCREASE OF UP TO 5%, SUBJECT TO APPROPRIATION OF THE CITY COUNCIL AND WITHOUT FURTHER CITY COUNCIL APPROVAL

WHEREAS, Section I-2-3.09 of the Milpitas Municipal Code authorizes the City Council to award contracts for up to five (5) years without competition when the Purchasing Agent determines that there is only one (1) source for the required supply or service; and

WHEREAS, in 1996, the City of Milpitas entered into an agreement with Tiburon, Inc. to provide a Police Records Management System (RMS) for the City's Police Department for $408,708; and

WHEREAS, in 2003, the City of Milpitas entered into an agreement with Tritech Software Systems, and purchased TriTech's Computer Aided Dispatch (CAD) software for $982,291; and

WHEREAS, the City has invested substantially in upgrades, maintenance and support, and staff training for both systems over the last 20 years; and

WHEREAS, the Police Department wishes to upgrade its RMS software to the TriTech Inform RMS software, which will allow the Police Department to integrate CAD, RMS, mobile data, analytics, and Field Based Reporting, which is the module officers will use for report writing. This integration will keep the Police Department compliant with State and federal reporting standards while enabling the department to automate operations, records processing, and reporting; and

WHEREAS, the Tritech Inform RMS software integration will improve the Police Department's data sharing capabilities and interoperability with other law enforcement agencies on the same software platform; and

WHEREAS, Tritech Software Systems acquired Tiburon Incorporated in February 2015, and the acquisition allows the City to upgrade the RMS software at a reduced licensing cost; and

WHEREAS, Police Department staff has previously viewed other RMS software systems from Tiburon, before they were bought out by Tritech and Spillman. Estimates for the other systems were in excess of eight hundred thousand dollars, and did not include integration with the City Tritech CAD system; and

WHEREAS, the Police Department staff concluded that upgrading to TriTech Inform RMS software offers the best solution for integration with the City's existing software and interoperability with the City's existing platform, thereby making TriTech Inform RMS the only software to work seamlessly with the City's existing software program, and is overall the best value to the City; and

WHEREAS, the RMS Inform software upgrade initial cost under this amendment is $437,511.64 and includes one year of maintenance and support. Additional years of maintenance and support are $50,022 per year. This represents a savings of $11,133 per year from the previous rate of $61,155.

Maintenance and support costs increase annually and are tied to the Consumer Price Index not to exceed 5%. The total cost of a five-year contract is $637,599.94; and

WHEREAS, after conducting a good faith review of the available sources, the City's Purchasing Agent has determined that the Tritech Inform RMS software is the only source of software that works seamlessly with the City's existing software platform, thereby confirming the sole source designation; and

WHEREAS, the Purchasing Agent recommends the City Council approve Amendment No. 1 to the Agreement with Tritech Software Systems for the initial upgrade including one year of maintenance and software support services in the amount of $437,511.64, and $50,022 for maintenance and software support services for each of the four option years as the only source available for the software based on the City's existing software uses.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby approves Amendment No. 1 to the Agreement with Tritech Software Systems in the initial amount of $437,511.64, plus $50,022 for maintenance and software support services per year for each of the four option years. A copy of Amendment No. 1 is attached to this Resolution as **Exhibit A**.

3. The Purchasing Agent is authorized to extend the Agreement on an annual basis for up to four (4) years with annual increases in compensation of up to five percent (5%), per the terms of the agreement, and subject to appropriation of funds by the City Council and without further City Council approval.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: APPROVED:

_____   _____
Mary Lavelle, City Clerk   Jose S. Esteves, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

<u>**EXHIBIT A**</u>

Amendment No. 1 to Agreement with TriTech Software Systems

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES
CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND
TRITECH SOFTWARE SYSTEMS**

This Amendment No. 1 (this "Amendment") to the Agreement for Professional Services Consulting Services Agreement between the City of Milpitas and TriTech Software Systems, dated October 21, 2003 (the "Agreement"), is made and effective as of the last date of signature below. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

WHEREAS, the City of Milpitas, CA ("Client") and TriTech Software Systems ("TriTech") desire to amend the existing Agreement for the Client's purchase of additional TriTech software licenses as further defined in this Amendment and its Exhibits.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

1. The Project is for the purchase of TriTech Software licenses and services for Inform RMS, Inform FBR, Inform IQ, and Inform Analytics, as more fully defined by the following Exhibits attached hereto:

Exhibit A	Statement of Work
Exhibit B	Cost Detail and Payment Milestones
Exhibit C	TriTech Software Support Terms
Exhibit D	Initial Project Schedule
Exhibit E	IQ Subscription Service License & Use Agreement

2. Acceptance is defined in the Statement of Work.

3. The following terms and conditions of the Agreement shall be modified as provided below:

    Section 2.0 Compensation – all references to compensation are amended to mean the pricing and payment terms set forth in Exhibit B of this Amendment.

    Section 12 Limited Warranties – The following revisions shall apply to Section 12:

    Section 12.1.2 shall be deleted in its entirety.

    Section 12.1.4.6 shall be deleted in its entirety.

    The following shall be added as new Section 12.3: "Problems in the TriTech Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell phones

and operating systems, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk."

The following shall be added as new Section 12.4: "Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems."

The following shall be added as new Section 12.5: "Any warranties for the IQ subscription service are set forth in the IQ Subscription Service Use & License Agreement provided as Exhibit E."

Section 12.3 of the Agreement shall be renumbered to Section 12.6.

Section 13.0 Maintenance and Software Support – Software support shall begin at Go Live.

Section 15.0 Acceptance – Acceptance testing shall occur as described in the final Statement of Work.

Section 17.10 Notices – Any written notice shall be sent to:

To Client:	To TriTech:
City of Milpitas	TriTech Software Systems
455 E. Calaveras Blvd.	9477 Waples Street, Ste. 100
Milpitas, CA 95035	San Diego, CA 92121
Attn: Purchasing	Attn: Contracts

Exhibit A   Statement of Work is replaced with the Statement of Work attached hereto as Exhibit A.

Exhibit C   Software Support Exhibit C is replaced in its entirety with Exhibit C to this Amendment.

4. Except as modified in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect with respect to this Amendment.

[SIGNATURE PAGE TO FOLLOW]

EACH PARTY'S AGREEMENT HERETO IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF MILPITAS

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Blake Clark

Printed Name

Title

Chief Financial Officer

Title

Date

Date

STATEMENT OF WORK

City of Milpitas, CA

VER 3

Document Control

Date	Version	Details/Changes	Author
May 20, 2016	A	SOW Template	TriTech
July 26, 2016	1.0	Initial edits for Milpitas	M. Harbin
July 31, 2016	2.0	TriTech Edits	M Harbin

Note: Prior to finalizing the document, select all of the document text (ctl-A) and activate F9 to update reference fields and the table of contents.

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that TriTech will be providing in accordance with the terms and conditions of the System Purchase Agreement (the "Agreement") between TriTech Software Systems (TriTech) and City of Milpitas, CA ("Client").

The pricing and services for this project include the TriTech rapid implementation methodology therefore requiring the project duration to not exceed a period of twelve (12) months for go live. If the project exceeds the twelve month duration as a result of client delays additional services must be purchased. Included in this methodology is the System Acceptance of all Subsystems and Interfaces at go live. Therefore requiring that all deliverables be complete prior to go live.

This project description includes the services and deliverables specified by the Purchase Agreement, including if applicable, TriTech Software and services, Third Party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the "Project").

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by TriTech or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TriTech and the Client as further described in this SOW.

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech team mutually agree to the expected deliverable. The OSD provides the "what", "how," and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech's Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech's development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

- Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

1.3 System Acceptance

Upon the initial go-live of the Inform RMS Subsystem, the System will be deemed Accepted.

1.4 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.

2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.

3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.

4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.

5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.

6) The installation of servers into racks and the connection of such servers to network switches.

7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.

8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a TriTech Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

9) Configuration, maintenance, testing, and supporting the Third Party Systems that the Client operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix B - Standard TriTech Interfaces and Appendix C - Custom TriTech Interfaces. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP, as described by TriTech responses to the RFP as well as Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.

10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.

11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the

Project. Examples of such implementation sessions are System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.

13) The timely review and approval of Functional Testing (FT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.

14) Provide a facility with the required computer and audio-visual equipment for training.

15) Timely completion of acceptance testing for each of the TriTech Subsystems.

16) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.

17) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.

18) Connect and configure any Third Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.

1.5 Project Exclusions

1) TriTech Software Systems provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off The Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, TriTech's responses to the RFP.

2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.

3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.

4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform CAD, Inform RMS, Inform Jail or other subsystem workstations.

6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.

7) TriTech is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.

8) This project does not include the conversion or importing of any personnel/user data or system codes into the Inform RMS Subsystem. It is the Client's responsibility to enter this data into the Inform Subsystem.

9) There are no software modifications included with this project.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other TriTech tools and utilities.

The Purchase Agreement for this project incorporates the following major:

1) Inform RMS (Production, Test/ Training)

    a. Inform RMS Accident Module

    b. Inform RMS GIS (With CAD)

2) NCIC/State Message Switch Server Software – Inform RMS

3) IQ Search subscription

4) IQ Analytics (5) Concurrent User subscription

5) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the Subsystems is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. TriTech has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such Inform RMS, IQ, and IQ Analytics and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Standard TriTech Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by Standard TriTech Interface Software is defined by TriTech IRDs.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.1.2 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high level description of the intended functionality and scope is attached as part of Appendix C - Custom TriTech Interfaces to this SOW. The detailed functional scope of any custom Interface procured

through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard TriTech Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Inform RMS and Inform Jail interfaces.

3.4 Inform RMS Business Analyst

Inform RMS participates in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting each Workshop with the Client to ensure the successful

transfer of knowledge and understanding on the Subsystem. They also assist the Client with Functional Testing, and provide support throughout the Project implementation life cycle.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project.

3.5 Client Installation Services Team

TriTech's Client Installation Services (CIS) team is responsible for installation and integration of TriTech Software onto the system hardware that is identified for this Project. This team works closely with the Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.6 Technical Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the TriTech Project Manager. After Go Live, TriTech's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

3.7 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from Inform RMS users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators (Inform RMS), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, review of the Project and Functional Testing documentation, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance

through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN[1], coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of TriTech's Inform RMS. This person or persons will be engaged in the implementation of the TriTech's Inform RMS, and will participate in making decisions as it relates to implementing the TriTech's Inform RMS.

Inform RMS Administrator will attend all of the Workshops as purchased throughout the Project. This person should have a comprehensive understanding of the internal structure and workflow of the Client's departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files, Templates and Workflows. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, Template creation/maintenance, Workflow configurations, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

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[1] TriTech recommends a dedicated LAN for CAD as documented in the System Planning Document.

4.5 Inform RMS Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as the Configuration and Administration Workshop and Validation and Readiness Workshop.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.6 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform RMS and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.7 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Change Management. The process begins during the initiation process and concludes at the end of the Project.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's Accounting Department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2   Client Responsibilities

a) Client will review and approve TCRs within a three (3) business day period from the time of receipt less any challenges to the validity of the report.

b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within three (3) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1   TriTech Responsibilities

a)   Change Orders will be prepared for submission to the Client when required.

b)   Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.

c)   Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2   Client Responsibilities

a)   When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.

b)   When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, RMS, Jail, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.

c)   Client will approve and process Change Orders in a timely manner.

5.3 Project Reporting

TriTech will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with TriTech and TriTech's Subcontractors' Deliverables. The Project Status Reports will include the following:

a)   Accomplishments during the Reporting Period.

b)   Planned upcoming activities.

c)   Issues.

d)   Risks.

e)   Key Action Items.

In addition, the TriTech Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, an Action Item Document will be created to document Project issues and action items. These documents s are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Action Item Document's are reviewed with the Client during bi-weekly Project status calls through the course of the Project. The Project Manager is responsible for periodically providing copies of updated Action Item Document.

TriTech will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with TriTech Project Manager. The Project Schedule will consist of the following:

a)   Major Tasks.

b)   Task Responsibility.

c)   Task Duration.

d)   Major Milestones.

e) Tasks Completed.

f) Tasks in Progress.

5.3.1   TriTech Responsibilities

a) Provide a written report of Project status once a month.

b) Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the Action Item Document.

c) Conduct status meetings/conference calls every two weeks.

d) Maintain an up-to-date Project Schedule.

5.3.2   Client Responsibilities

a) Review the written report of Project status and provide feedback within three (3) business days in order to ensure that the documentation is correct.

b) Participate in Project status meetings.

c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, TriTech will deliver several documents to the Client for review. These documents will include but are not limited to the Functional Test Procedure, Project Schedule, Trip Reports, OSD, and Interface Requirement Documents for the Project. Approved documents are returned to the TriTech Project Manager. All documents will be provided in electronic (soft copy). If Client desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The TriTech Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the TriTech Project Manager. TriTech can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to TriTech within three (3) business days.

5.4.1.1 Documents Subject to Client Approval

a) Change Orders

b) Operational Scenario Documents (OSD)

c) Task Completion Reports (TCR)

5.4.1.2 Documents Subject to Client Review not Requiring Approval

a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and TriTech.

b) Project Status Reports

c) Functional Test Documentation

d) Trip Reports

e) Action Item Documents

f) Interface Requirements Documents (IRD)

5.4.2　TriTech Responsibilities

a) Distribute the documents to the Client.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to the Client and TriTech for filing.

5.4.3　Client Responsibilities

a) Review the documents presented and provide the appropriate information back to TriTech within three (3) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to TriTech within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

5.5　Third Party Management

TriTech will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Purchase Agreement. The identified TriTech Subcontractors under the Contract are the following:

1. There are no Subcontractors for this project.

As part of the Subcontractor agreement, all communications between those third parties and the Client will be managed by TriTech. Any communication directly between the Client and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by TriTech unless an appropriate Change Order has been prepared.

Conversely, the Client will be responsible for the management of third parties that TriTech is not responsible for. The Client will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the Client's System.

5.5.1　TriTech Responsibilities

a) Assume responsibility for third parties that are the responsibility of TriTech within the terms of the Purchase Agreement between TriTech and the Client.

b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Inform the Client when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of TriTech under the Purchase Agreement between TriTech and the Client.

5.5.2　Client Responsibilities

a) Work directly through TriTech with regard to third parties that are the responsibility of TriTech.

b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Facilitate interaction between TriTech and third parties not the responsibility of TriTech to include conference calls, answers to questions and documentation as requested.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and TriTech during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

> **Note**: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and TriTech.

6.1.1 TriTech Responsibilities

a) Assign a Project Manager to the Project to participate in Initiation phase activities.

b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)

c) Review and finalize the SOW with the Client.

d) Identify and engage the TriTech Project team responsible for carrying out Project Execution.

e) In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

f) Baseline the Project Schedule.

g) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.

h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

a) Assign a Project Manager for the Project to participate in Initiation phase activities.

b) Identify and engage the Client's Project team.

c) Review and comment on the TriTech Project Management Plan and the Project Schedule.

d) Review and comment on TriTech provided documentation to support Initiation activities.

e) Finalize and approve the SOW with TriTech.

f) Approve the TCRs within 3 business days.

6.1.2   Project Kick Off

During the planning phase, the TriTech Project Manager will hold a remote Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the TriTech Project Manager will provide an overview of the following:

1. The TriTech Execution Process.

2. A high level description of Project Deliverables.

3. Roles and responsibilities for the Project team members.

4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

6. Review any project related questions from the Client's team.

6.1.2.1   TriTech Responsibilities

a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and TriTech Team.

b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.

c) Conduct the Kick-Off meeting.

6.1.2.2   Client Responsibilities

a) Work with the TriTech Project Manager to facilitate scheduling a date for the Kick-Off meeting.

b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c) Provide adequate accommodations to include adequate internet connectivity for a Web Meetingseating and audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation (Inform RMS and Interfaces)

System installation is one of the early processes in the Project implementation phase, and has a great impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

TriTech and Client will review the specifications to ensure that the correct hardware and third software components are procured and installed. TriTech will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement as TriTech Deliverables or Deliverables of TriTech's Subcontractors.

7.2.1.1 TriTech Responsibilities

1) Provide hardware and Third Party specifications to Client.

7.2.1.2 Client Responsibilities

1) Review and validate hardware and Third Party specifications.

7.2.2 Hardware and Equipment Procurement Process

TriTech and Client will procure hardware, third party software, and equipment per TriTech's recommended Specifications. TriTech is only responsible for procurement of the hardware and third party software that is identified as TriTech Deliverables in the Purchase Agreement.

If the hardware and third party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on TriTech approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

1) Fully configuring the servers with memory and disks.

2) Loading Microsoft Windows or VMware.

3) Partitioning disk drives partitioned and the implementing applicable Raid level based upon TriTech documentation.

4) Assigning the computer name and IP address based upon TriTech documentation.

7.2.3 Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the TriTech pre-requisite DVD on Inform CAD and Inform Mobile servers, and establishing remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform configuration. These activities will be coordinated between TriTech and the Client IT staff. Guidance will be provided by TriTech's Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by TriTech or TriTech's Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to TriTech. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the TriTech preferred format. The Client is responsible for providing the completed ISR to TriTech no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and TriTech software as detailed in TriTech's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the TriTech CIS team will verify: (1) connectivity to the Client site via VPN, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 TriTech Responsibilities

a) Provide the System Planning Document.

b) Facilitate a hardware review prior to hardware/OS procurement.

c) Procure equipment and third party software if included in the Purchase Agreement as a TriTech deliverable.

d) Provide guidance and assistance as necessary if the system equipment is procured by the Client.

e) Distribute the Installation Service Request (ISR) document to the Client.

f) Assist the Client in completing the ISR.

g) Assist the Client with the preparation of a network diagram.

h) Review the completed ISR prior to the installation.

i) Test the remote connectivity to the site prior to installation of the hardware and software.

j) Install the Microsoft SQL software.

k) Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.4.1 Client Responsibilities

a) Complete the Installation Service Request (ISR) document and provide to TriTech.

b) Prepare a network diagram and provide to TriTech.

c) Perform site preparation, as specified in the System Planning Document and ISR.

d) Assign the computer name(s) and IP address(es) based upon TriTech documentation.

e) Establish remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform software installation and configuration.

f) Run TriTech Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.

g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.

h) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.

i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.

j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the TriTech applications.

k) Obtain all necessary IP addresses and schemes.

l) Allow remote access to TriTech to all development and system "root" accounts on all servers running TriTech licensed Software.

m) Procure equipment and third party software if it is the responsibility of the Client according to the Purchase Agreement.

n) Install operating system software for Client procured hardware unless the service is specified as a TriTech responsibility in the Purchase Agreement.

o) Perform basic server integration including, but not limited to:

    i.   Installation of servers in applicable racks.

    ii.   Joining servers to the existing domain with the domain controller in place.

    iii. If applicable, install and setup of the VM environment.

p) Provide TriTech with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.

q) Provide TriTech with a high level network diagram. The diagram should be provided prior to TriTech Software installation.

r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.

s) Approve the applicable TCR.

7.2.5 Basic Server Preparation and Network Services

Performing the services listed in this section is a responsibility of the Client. If these services are explicitly included in the Purchase Agreement, TriTech or a TriTech Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the Client and are not included in TriTech's standard installation services.

7.2.5.1 Client Responsibilities

a) Provide the facility suitable to house Server hardware and network infrastructure.

b) Have a member of the Client's IT staff available while software/network configuration is being performed.

a) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.

b) When deploying a Citrix Server, TriTech or a TriTech Subcontractor will install Citrix Web Services server (if not already deployed at the client site), Microsoft Terminal Services server (if not already deployed at the client site), Citrix XenApp Server, publish the Inform CAD Application, Citrix client installation as outlined in the agreement.

c) If the VM servers are not procured through TriTech, the Client is responsible for building individual servers.

d) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, and configure vMotion and High Availability (HA) if applicable. The Client is also responsible for building individual VM servers.

e) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.

f) Create domain account(s) for TriTech's remote support connectivity and access so that TriTech can assist Client with installation and ongoing maintenance

g) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.

h) Create Networking/Server documentation to illustrate intended configuration.

> **Note:** VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.
>
> **Note:** Network and Server security are always a responsibility of the client.

7.2.6 System Installation

Once TriTech and the Client have prepared the site based on TriTech documentation, to include the System Planning Document and the applicable ISR form is completed, a TriTech Client Installation Services specialist will perform the TriTech installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted TriTech Software products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between TriTech and the Client.

> **Note 1:** All SQL server licenses will be installed by TriTech. The Client is responsible for making the media and license keys available to TriTech for the installation.

> **Note 2:** The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by TriTech is limited to the servers and workstations that have been explicitly listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected TriTech Software, TriTech is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If Client does not follow the processes and procedures detailed in the TriTech System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

Note 5: At TriTech's discretion, TriTech may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of TriTech Software installation:

a) Site preparation is complete as outlined in the sections above.

b) Hardware has been installed at Client site.

c) Client has provided TriTech with remote connectivity to all applicable servers.

d) Client had provided TriTech all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.6.1 TriTech Responsibilities

a) Install and configure Microsoft SQL to operate with each of the applicable TriTech product(s).

b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).

c) Install and configure the applicable TriTech system(s), such as Inform CAD, Inform RMS, and Inform Mobile on the designated servers and applicable environments as specified in the Purchase Agreement.

d) Provide verbal support to the Client with self-installation procedures for the workstations using the TriTech provided Prerequisite Installation DVD and applicable Launch configurations.

e) Create data dumps for Microsoft SQL database backups (as a backup for Inform RMS database).

f) After completion of the initial installation and configuration of each major System (such as Inform CAD, Inform RMS, and Inform Jail servers), a member of Technical Services team provides a technical hand-off to designated staff from the Client's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:

    i.   Proper procedures for performing System Backups:

        o File Structure – Inclusions and exclusions

        o Databases

        o Moving Backups to media

    ii.   Proper procedures for refreshing Test/Training system (and related documentation)

    iii.   Approved configuration and use of Virus Scan software

    iv.   Approved procedure for application of Windows updates

    v.   System Upgrade process and procedures

    vi.   Support Website and TriTech list server access

    vii.   Managing/Reviewing system logs (CAD, SQL and Event Logs)

g) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6.2 Client Responsibilities

a) Allocate appropriate onsite Project personnel to support TriTech personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.

b) Complete the configuration of workstations (after the installation of the limited number of workstations by TriTech) using the Prerequisite Installation DVD and applicable Launch configurations.

c) Put in place TriTech's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently follow beginning at the completion of this task.

d) Install and configure virus scanning software as outlined in the System Planning Document.

e) Provide Web Security Certificates for all TriTech web-enabled applications that require a certificate.

f) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on TriTech System Document, and the technical hand-off from TriTech Technical Services department. Specifically, the Client's IT staff is responsible completing the following activates related to Inform Subsystem servers:

    o Updating Training/Test Systems with fresh data (from Production) as needed

    o Continued updating and monitoring of virus scan software

    o Application of Windows updates

    o Following the procedures for System Upgrade

    o Managing/Reviewing system logs (SQL and Event Logs)

    o Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.

    o Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.

g) Review and approve the applicable TCRs.

7.3 Implementation of Inform RMS

Inform RMS (to include FBR if purchased) is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

7.3.1 Inform RMS Geographical Information Services

7.3.1.1 Creation of Locator Packages and Services

The TriTech GIS Analyst will work with the Client to create the address locator packages and configure the RMS GIS services within ArcGIS. The Client must provide TriTech with access to an ArcGIS server to create these packages and services. GIS data must be from a single ArcGIS server for evaluation and configuration.

7.3.1.2 TriTech Responsibilities

a) Evaluate Client-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.

b) Create the address locator packages, and configure the RMS GIS services on the Client's ArcGIS and Inform RMS.

c) Prepare and submit a TCR upon completion of this work.

7.3.1.3 Client Responsibilities

a) Provide data in the required format, and per Project Schedule.

b) Based on the evaluation provided by TriTech, make needed changes to mapping data to allow the resulting GIS data to meet TriTech's mapping data requirements.

c) Provide access to the Client's ArcGIS server for configuration and usage with Inform RMS.

d) Review and approve the appropriate TCR.

7.3.2   Inform RMS Configuration and Administration Workshop

The Inform RMS Configuration and Administration Workshop is a hands-on (4) day Workshop for Inform RMS System Administrators. During the Workshop students will learn how to create users, assign roles, create templates and assign workflows, create and maintain system code tables, and map UCR codes. During the training the Business Analyst will review and configure the Inform RMS system defaults. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.

Participants include the TriTech RMS Business Analyst and should not generally exceed eight (8) core members of the Client's implementation team. The Client's team should include at a minimum the RMS Central and Local Administrators.

> **Note 1**: The Client's provisioning of Code File information is an early Project checkpoint. Remote Web sessions will be scheduled as a follow up to guide the Client through the Code File build process. This information is needed to prepare for the Template and Workflow Workshop. Any incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

> **Note 2**: Unless specifically purchased in the Historical Data Conversion, the migration or conversion of personnel, user Id's, or code files are not included. It is the responsibility of the Client to build these in the Inform RMS Client and Web UI Subsystems.

7.3.2.1 TriTech Responsibilities

a) Schedule the Inform RMS Configuration and Administration Workshop in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

c) Conduct the Workshop based on the distributed agenda.

d) Introduce the Client to, and begin documentation of the Action Item Document

e) Prepare and submit a Trip Report based on the Workshop activities.

f) Provide the Client team with a copy of the Inform RMS Client and Web UI User and Administration Guides.

g) Prepare and submit a TCR upon completion of the Workshop.

7.3.2.2 Client Responsibilities

a) Provide workstations with Inform RMS Client UI and Web UI installed.

b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

c) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of completing the Code File buildout.

d) Continue the Code File building activities, including personnel and roles, after completion of this training.

e) Review and approve the applicable TCR.

7.3.3 Inform RMS Template and Workflow Workshop

Once the initial Configuration and Administration Workshop has been conducted, the next work session will be the Inform RMS Template and Workflow Workshop. This hands-on four (4) day Workshop includes training on the software utilities for completing the building of the Inform RMS Web UI templates and workflow configuration. Additional Workshop time will be allotted to allow the attendees' time to build agency templates and workflows. The TriTech Business Analyst will provide guidance as needed.

Client will be responsible for bringing sample reports for template building and creation.

Participants include key members of TriTech's implementation team and should not generally exceed eight (8) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators that attended the RMS Configuration and Administration Workshop.

> **Note**: Upon completion of this Workshop, it is the Client's responsibility to complete the Template and Workflow configurations.

7.3.3.1 TriTech Responsibilities

a) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

c) Conduct the Workshop based on the distributed agenda.

d) Provide hands on training on the applicable system and introduction to different modules and their configurations.

> **Note**: This training is not intended to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of the configuration and administration of Inform RMS Web UI.

e) Document and assign owners and due dates for any action items and track all action items to closure within the Action Item Document.

f) Prepare and submit a Trip Report based on the Workshop activities.

g) Prepare and submit a TCR upon completion of the Workshop.

7.3.3.2 Client Responsibilities

f) Provide workstations with Inform RMS Client UI and Web UI installed upon.

a) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

b) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of completing Template and Workflow building.

c) Continue the Template and Workflow building activities after completion of this training.

d) Observe the change control process for any requested software changes.

e) Review and approve the applicable TCRs.

7.3.4   Inform RMS Remote Configuration and Consultation

After completion of the Inform RMS Configuration and Administration Workshop and Template Workshop, the assigned TriTech Business Analyst will work with the Client to provide remote configuration and consultation throughout the initial Code File and Template building process as sold in the Purchase Agreement. The Client will be primarily responsible for the Code File and Template/Workflow configuration process throughout the project.

TriTech will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the RMS System to include but not limited to System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances) with the appropriate UCR mapping.

> **Note**: It is the responsibility of the client to complete all RMS configuration prior to the Validation and Readiness Workshop.

7.3.4.1 TriTech Responsibilities

a) Monitor and provide Remote Configuration and Consultation sessions as purchased in the Purchase Agreement.

b) Prepare and submit a TCR to confirm the completion of the Remote Configuration and Consultation work sessions.

7.3.4.2 Client Responsibilities

a) Provide timely completion of the Code Files, Personnel ID's and Roles, Templates and Workflows throughout the project.

b) Participate in the remote Configuration and Consultation work sessions.

c) Review and approve applicable TCRs.

7.3.5   Inform RMS Output Designer Workshop

The TriTech project team will conduct the hands-on three (3) day Inform RMS Output Designer Workshop at the Client site. This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS) which can be accessed from the Inform RMS Web UI Data Entry Templates. Using the Inform RMS Output Designer application utility, attendees will learn to generate a dataset based

on the Inform RMS Module template, then utilize SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Inform RMS Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. TriTech will not provide training on SSRS. This Workshop will be up to three (3) consecutive days onsite with a class size limitation of 3 students.

7.3.5.1 TriTech Responsibilities

a) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

c) Conduct the meetings based on the distributed agenda.

d) Prepare and submit a TCR upon completion of the Workshop.

7.3.5.2 Client Responsibilities

g) Provide workstations with Inform RMS Client UI and Web UI installed.

f) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

a) Ensure participation of the appropriate personnel.

b) Continue the Output Designer activities after completion of this training.

c) Review and approve the applicable TCR.

7.3.6 Inform RMS State Validation and Review Workshop

Once the initial Configuration/Administration and Template/Workflow Workshops have been conducted, the next work session will be the Inform RMS State Validation and Review Workshop. This three (3) day workshop will be conducted remotely and includes training on the software utilities for creating and exporting the State Submission files and error checking. Additional Workshop time will be allotted to perform an overall system assessment and review to ensure the system buildout is complete prior to Functional Testing (FT).

Client will be responsible for the coordination and testing of the State Submission file with their designated state agency.

Participants include key members of TriTech's implementation team and should not generally exceed eight (8) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators that attended the RMS Configuration and Administration Workshop.

> **Note**: Upon completion of this Workshop, it is the Client's responsibility to work directly with the State for the state submission error checking and corrections as needed.

7.3.6.1 TriTech Responsibilities

h) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.

i) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

j) Conduct the Workshop based on the distributed agenda.

k) Prepare and submit a Trip Report based on the Workshop activities.

l) Prepare and submit a TCR upon completion of the Workshop.

7.3.6.2 Client Responsibilities

h) Provide workstations with Inform RMS Client UI and Web UI installed upon.

g) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

h) Ensure complete participation of Central and Local Inform RMS Administrators.

i) Observe the change control process for any requested software changes.

j) Review and approve the applicable TCRs.

7.3.7 Inform RMS Functional Testing (FT)

Inform RMS Functional Testing (FT) follows a standard content, approach and format. It is a hands-on three (3) day Workshop. An Inform RMS Business Analyst provides the Client with guidance during the functional testing, prior to the start of End User Training. This process will be based on the standard TriTech FT documents and use case scenarios. The FT documents have a standard content and format. The standard TriTech FT documents will be sent to the Client for review prior to conducting the tests. The FT results are documented in a TCR for verification and receipt by the Client. Upon completion of FT, the Client and TriTech will review the list of FT failures (if any), and perform an assessment of the errors and determine the timeline for remedying the issues (pre versus post Go Live).

The Client will repeat any specific failed FT tests following the correction of any issues which has caused the test to fail. This process will not include a repeat of the entire tests.

> **Note 1**: TriTech may organize at its discretion, separate breakout FT sessions for subsections of the FT documents that are applicable only to one agency (for example, applicable only to a Sheriff's Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the FT session and observe the tests.

> **Note 2**: Successful completion of the FT as part of the Pre-Go Live testing process does not constitute Final System Acceptance.

> **Note 3**: The attendees conducting the FT must have attended all prior RMS Workshops in order to have familiarity with the navigation of the software. This testing is not intended to be an end-user training session.

7.3.7.1 TriTech Responsibilities

a) Deliver TriTech's standard FT documents to the Client no later than two weeks prior to conducting the FT.

b) Provide a TCR to the Client to approve the receipt of the FT documents.

c) Assist the Client in conducting the FT in accordance with FT documents.

d) Identify and document any issues discovered during the FT.

e) Upon completion of FT prepare and submit a TCR to the Client, including a list of any exceptions to FT.

7.3.7.2 Client Responsibilities

a) Provide workstations with Inform RMS Client UI and Web UI installed.

b) Provide adequate facilities to comfortably conduct the FT to include an overhead projector and whiteboard.

c) Participate in the FT by providing operational subject matter experts.

d) Assist TriTech in documenting FT findings and results.

e) Review and approve the appropriate TCRs.

7.3.8   Inform RMS Post Go Live Advanced Workshop

Approximately 30-45 days upon completion of the RMS go live, the TriTech Business Analyst will conduct a hands-on three (3) day Advanced Workshop. This Workshop will be used to review and access any opportunities for optimizing the Inform RMS Subsystem including template and workflow updates, state reporting file creation and submission, and advanced configurations.

Participants include key members of TriTech's implementation team and should not generally exceed eight (8) Central and Local Administrators that attended the RMS Configuration and Administration Workshop.

> **Note**:   Upon completion of this Workshop, it is the Client's responsibility to continue any additional State Validation work directly with the State for the state submission error checking and corrections.

7.3.8.1 TriTech Responsibilities

m) Schedule the Workshop in accordance with the Client's availability and the Project Schedule.

n) Prepare and distribute the Workshop agenda and documents for Client review or completion to all required attendees two weeks prior to the training.

o) Conduct the Workshop based on the distributed agenda.

p) Prepare and submit a Trip Report based on the Workshop activities.

q) Prepare and submit a TCR upon completion of the Workshop.

7.3.8.2 Client Responsibilities

i) Provide workstations with Inform RMS Client UI and Web UI installed upon.

k) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

l) Ensure complete participation of Central and Local Inform RMS Administrators.

m) Observe the change control process for any requested software changes.

n) Review and approve the applicable TCRs.

7.3.9   Inform RMS Historical Data Conversion

TriTech has engineered a solution that incorporates Client legacy data into Inform RMS in a way that retains its historical accuracy while ensuring the integrity of the Inform RMS System.   TriTech's Integrated Solution Department will work with the Client throughout this phased process.

This project includes an option to purchase a Data Conversion from the BEAST third party software to Inform RMS. If purchased the details will be included in the FDD.

There may be situations where there are differences in the data used in the current system and the proposed TriTech system. Key issues to consider are the standardized data elements that are used by the respective systems and the data integrity rules used by the respective systems for minimum required data. These factors can affect a variety of data types.

While TriTech understands the critical nature of the legacy RMS data and will work closely with subject matter experts at your agency. This project includes a legacy RMS data conversion to Inform RMS from one (1) data source (Tiburon RMS).

> **Note 2**: Unless specifically purchased and identified in the Purchase Agreement, the migration or conversion of personnel, user Id's, or code files are not included. It is the responsibility of the Client to build these in the Inform RMS Client and Web UI Subsystems.

Entity	Source	RMS Conversion	IQ Feed
Master Person Indices (MPI)	Tiburon	Master Persons associated to imported entities listed below	Yes
Master Vehicle Indices (MVI)	Tiburon	Master Vehicles associated to imported entities listed below	Yes
Master Property Indices (MPI)	Tiburon	Master Property associated to imported entities listed below	Yes
Master Location Indices (MLI)	Tiburon	Master Locations associated to imported entities listed below	Yes
Arrest	Tiburon	Arrest	Yes
Case	Tiburon	Case	Yes
Incidents	Tiburon	Incidents	Yes
Warrants	Tiburon	Warrants	Yes
Evidence	Tiburon	Evidences	No

Assumptions:

- The Client will provide at least one initial extract of RMS data for TriTech testing purposes, plus one final extract. Additional extracts may be required to support issue resolution tasks related to the data conversion effort, and will occur on a mutually agreed upon plan and schedule.
- During the data conversion process, TriTech will convert legacy data into the Inform RMS Client (UI).

- Prior to go-live, the client will provide TriTech a final backup of legacy data. Any data entered or modified in the legacy system after this point will require manual data entry and modification in the Inform RMS Subsystem post data conversion.
- Inform RMS will be unavailable during the Data Conversion.
- Master Indices will not be converted directly as they will be built through the import of the other entities. TriTech standard Master Resolution rules will apply.
- The Client will supply a "Data Dictionary" defining all of the data items in the data conversions. This must be in a machine-readable format that can be included as a part of the Operational Scenario Document that TriTech will generate.
- The Client must perform any necessary "data scrubbing" of their source data and code tables prior to delivery to TriTech. TriTech will assume that all data delivered is legitimate to use in the Data Conversions.
- The Client will manually enter a minimum of three (3) representative records into each module of the configured Inform RMS system during the Data Conversion Workshop. TriTech will provide an SME to assist during this process. The data selected for entry will be included and identified in the initial data extraction supplied to TriTech.
- Only the fields identified in the Appendix are included as part of the data conversion.
  In the event that the Client makes any modification to their original data in order to include it in an Inform RMS record, they must fully document the transformation process used.
- All transformations so supplied must be able to be implemented via scripts vs. "human-interpretive" processes. These include, but are not limited to names and addresses.
- The Client must provide a Subject Matter Expert (SME) and make them available for consulting throughout the project.
- Once TriTech has installed the initial TriTech RMS database and data entry software at the Agency, the Client will take appropriate steps to acquaint themselves with the modules included in the Data Conversion.
- TriTech will provide an Operational Scenario Document (OSD) prior to executing the data conversions.
- No additional modifications to existing TriTech products or database fields are required.
  The Client is responsible for setting up a dedicated configured copy of the Inform RMS preproduction environment for data conversion activities.
- The Client will create a dedicated data conversion environment that will be used for the final data conversion into the production Inform RMS system.
- The Client will grant TriTech access to the data conversion environment no less than 4 weeks prior to the scheduled start of the final data conversion.

7.3.9.1.1　TriTech Responsibilities

a) Perform an analysis of the legacy data, provided by the Client.

b) Collaborate with the Client in defining the data mapping, as well the resolution of the duplicate names.

c) Provide an Operational Scenario Document (OSD) prior to developing the scripts for the data conversions.

d) Create the necessary scripts for the data transfer.

e) Perform the initial data conversion and import for review by the Client.

f) Perform any interim data conversions and imports necessary and agreed upon for issue resolution.

g) Perform the final data conversion and import into the Inform RMS.

h) Prepare and submit the applicable TCRs.

7.3.9.1.2   Client Responsibilities

a) Extract and scrub the legacy data, and deliver it to TriTech in SQL format within thirty (30) days from the date of Inform RMS System Orientation.

b) Provide a data dictionary to define all elements of the legacy data.

c) Assist TriTech with data mapping exercise.

d) Review, provide feedback and approve the OSD document prior to performing the data conversion.

e) Review and approve (or provide feedback, detailing the required corrections) for the interim data conversion delivery within ten (10) days of receiving.

f) Review and approve (or provide feedback, detailing the required corrections) the final data conversion delivery within ten (10) days of the final conversion.

g) Provide a secure and reliable network connection.

h) Review and approve the applicable TCRs.

7.3.10   Inform RMS Training

> **Note:** Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Inform RMS FT has been completed and the results are documented.

Descriptions of classes are provided below.

7.3.10.1 TriTech Responsibilities (for all Inform RMS Classes)

a) Schedule the Inform RMS Training class(es) in accordance with the Client's availability and the Project Schedule.

b) Prepare and distribute the training documents for Client printing for all required attendees two weeks prior to each meeting.

c) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.

d) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.10.2 Client Responsibilities (for all Inform RMS Classes)

a) Provide workstations with Inform RMS Client UI and Web UI installed.

b) Provide adequate facilities to comfortably conduct the FT to include an overhead projector and whiteboard.

c) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client's system.

d) Review and approve the applicable TCRs.

7.3.10.3 Inform RMS User Training – Records

The Inform RMS End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, Pawn, Permits and Licensing, and other Event reports. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.10.4 Inform RMS User Training – Field Officers

The Inform RMS End User Training for Field Officers session is a hands-on two (2) day course. This course trains students to use Inform RMS Web UI and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash reports through the workflow process.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.10.5 Inform RMS User Training - Investigations

The Inform RMS Investigations training is a hands-on two (2) day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. If purchased (Intelligence Module), Students will also learn how to add, edit, and search Intelligence records, create an RMS case from intelligence data and use the Intelligence Master Index. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.10.6 Inform RMS User Training – Civil and Warrants

The Inform RMS End User Training for Civil and Warrants class is a hands-on two (2) day course for personnel responsible for entering, updating, and maintaining civil process records and warrants. Students learn how to maintain names, property, fees, dispositions, and payments associated with these civil process records. Training for this module should be specific to the staff involved in the Civil Process.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the civil process, associated records and reports. 3) A comprehensive understanding of the departmental policies, procedures, and requirements for managing the warrants process, associated records and reports..

7.3.10.7 Inform RMS Report Writing Class

The Inform RMS Report Writing class is a hands-on three-day course that explains when an ad hoc report is needed, how to understand the Inform RMS database structure, and how to create ad hoc reports using the embedded report writer. TriTech recommends that the Inform RMS Report Writing training session occur after the agency has had an opportunity to enter a substantial amount of data into the system (usually one to three months after go live). This class is recommended for personnel that will utilize the provided reporting tools to extract data from the Inform RMS.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Inform RMS Training. 2) Basic understanding of computers and the Microsoft Windows Environment. 3) Understanding of Department Reporting requirements.

7.4 Implementation of IQ and Analytics

IQ and Analytics are implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for IQ and Analytics.

7.4.1 IQ Setup and Conversion Services

The historical data import is a process by which TriTech extracts applicable data from TriTech applications and imports that data into IQ. The data is then available for search, reporting, analytics and dashboard design functionality subject to subscriptions purchased.

7.4.1.1 TriTech Responsibilities

a) Deliver the IQ Client Readiness Checklist to Client and review with Client once completed and returned.

b) Install and Configure Synchronization.

c) Perform historical Bulk Import.

d) Configure IQ:

- o Provision Agencies within IQ
- o Provision Administrator Users within IQ

e) Prepare and submit Task Completion Reports (TCR) to the Client for approval to document delivery of products and services.

7.4.1.2 Client Responsibilities

a) Complete the IQ Client Readiness Checklist, return and review with TriTech once completed, address any necessary requirements.

b) Provide remote access to TriTech's implementation team to Client servers.

c) Make appropriate Client staff available during the installation to assist TriTech's implementation team in resolving any issues during the process.

d) Review and approve the applicable TCRs.

7.4.2 IQ and Analytics Administration Training (Remote)

This TriTech instructor led class is designed for those individuals who will be responsible for the administration of IQ. Participants will be instructed on how to configure, administer, and operate IQ in an administration role. The recommended class size for this training is up to 9 participants.

This training is up to 4 hours and is delivered in one remote session.

At the completion of the training, participants will be able to perform the following:

- Access and successfully login to IQ
- Understand the IQ site
- Understand the management console for IQ
- Create and manage roles
- Create and manage users

7.4.2.1 TriTech Responsibilities

a) Schedule the Administration training in accordance with the Client's availability and the Project Schedule.

b) Provide standard Administration training sessions for Client personnel

c) Prepare and submit TCRs upon completion of the training.

7.4.2.2 Client Responsibilities

a) Schedule appropriate personnel to attend Administration training.

b) Ensure participation of the appropriate personnel.

c) Review and approve the applicable TCRs.

7.4.3 IQ Core End User Training (Remote)

This TriTech instructor led class is designed for the end users of IQ. End users include roles such as officers, records clerks, dispatchers, dispatch supervisors, managers, and agency administrators. This class may be attended by the end users, or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 12 participants.

This training is up to 4 hours and is delivered in one remote session.

At completion of this training, participants will be able to perform the following:

- Access and successfully login to IQ
- Understand the IQ site
- Use links within the site
- Use Online Help
- Use Search Filters
- Save searches and manage saved searches
- View Search History
- View Search Details
- Set up Search Alerts and manage alerts
- Create and access reports

These half day courses are conducted remotely and trains a core set of end users on the IQ System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than ten (10) students per class.

> **Note**: All remaining IQ end users must complete Client provided end user training.

7.4.3.1 TriTech Responsibilities

a) Schedule the IQ Core End User Training class(es) in accordance with the Client's availability and the Project Schedule.

b) Conduct the training session(s) on a mutually agreed to schedule.

c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.3.2 Client Responsibilities

a) Provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Ensure that all IQ core end-users attend the end-user training provided by TriTech.

d) Provide IQ training to all other end users.

e) Ensure that each IQ end-user completes relevant training before assigning the end-user a username and password to access the IQ.

f) Review and approve the appropriate TCR.

7.4.4 IQ Analytics End User Dashboard Training (Remote)

This TriTech instructor led class is designed for individuals who will be using Analytics Dashboard. The recommended class size for this training is up to 9 participants.

This training is up to 8 hours and is delivered in one remote session.

At completion of this course, participants will be able to perform the following:

- Access Analytics Dashboard

- Successfully Login to Analytics Dashboard

- Filter Data

- Use Analytical Combo Controls

- Use interactive data selection to identify trends and key relationships

- Perform operational trending and historical analysis

- Expedite and enhance reporting activities

- Measure performance against work plan or work productivity levels

This courses is conducted remotely and trains a core set of end users on the Analytics Dashboard System. Typically, the remaining end users will be trained via Client delivered training sessions.

> **Note**: All remaining Analytics Dashboard end users must complete Client provided end user training.

7.4.4.1 TriTech Responsibilities

a) Schedule the Analytics Dashboard Training class(es) in accordance with the Client's availability and the Project Schedule.

b) Conduct the training session(s) on a mutually agreed to schedule.

c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.4.2 Client Responsibilities

a) Provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Ensure that all Analytics Dashboard core end-users attend the end-user training provided by TriTech.

d) Provide Analytics Dashboard training to all other end users.

e) Ensure that each Analytics Dashboard end-user completes relevant training before assigning the end-user a username and password to access the Analytics Dashboard.

f) Review and approve the appropriate TCR.

7.4.5   Analytics End User Report Training (Remote)

This TriTech instructor led class is designed for individuals who will be using Analytics reporting. The recommended class size for this training is up to 9 participants.

Typical time length for this training is up to 4 hours and is delivered in one remote session.

At completion of this course, participants will be able to perform the following:

- Access IQ Reports
- View reports
- Edit reports
- Copy reports
- Export reports
- Use the Report Writer (if applicable)
- Use filtering options
- Sort, Group, and generate Total Counts
- Share reports

This courses is conducted remotely and trains a core set of end users on the Analytics Report System. Typically, the remaining end users will be trained via Client delivered training sessions.

> **Note**:   All remaining Analytics Report end users must complete Client provided end user training.

7.4.5.1 TriTech Responsibilities

a) Schedule the Core Analytics Report Training class(es) in accordance with the Client's availability and the Project Schedule.

b) Conduct the training session(s) on a mutually agreed to schedule.

c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.5.2 Client Responsibilities

a) Provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Ensure that all Analytics Report core end-users attend the end-user training provided by TriTech.

d) Provide Analytics Report training to all other end users.

e) Ensure that each Analytics Report end-user completes relevant training before assigning the end-user a username and password to access the Analytics Report.

f) Review and approve the appropriate TCR.

7.5 Implementation of System Interfaces

7.5.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Requirements Documents (IRD).

A TriTech Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client's subject matter experts and prepare a configuration worksheet (ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the NCIC Interface from the Purchase Agreement will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FT.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the TriTech product version process for TriTech software products (such as Inform RMS). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

Note 2: The Client's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform RMS.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

> **Note 4**: The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System or for connecting to TriTech Interfaces Software in the absence of a Third Party API. TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.5.2   Custom Interfaces' Requirement Gathering and Configuration

A TriTech Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and TriTech prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 8 days from delivery by TriTech, and provide comments and questions back to TriTech or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third party vendors that TriTech applications are interfacing with. The API must be for the version of the third party software that TriTech will be interfacing with. The timelines for providing these documents to TriTech is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by TriTech engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third party vendors and TriTech before any technical information or documentation can be exchanged or testing can commence.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

> **Note 1**: The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The Client is responsible for providing Application Programming Interface (API) documentation for the Third Party Systems. The API must document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for integration with the third party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix C - Custom TriTech Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Note 6: TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.5.3   Interface Functional Testing (FT)

All Standard and Custom Interfaces are subject to Functional Testing (FT). FT for Interfaces are based on a standard set of TriTech FT documents for each interface, as they are applicable to Client's configurations and functionality described in the approved OSD for the interface (if Custom Interface).

These tests have a standard format and will be sent to the Client for review prior to conducting the FT.

The Client will repeat any failed FT test following the correction of any issues which has caused the test to fail.

7.5.3.1 TriTech Responsibilities

a) Provide the IRD to the Client for review for each of the Standard Interfaces.

b) Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.

c) Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.

d) Install and Configure the Standard Interfaces based on the agreed upon configurations.

e) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.

f) Provide the OSD to the Client for review and approval. (for custom interfaces only)

g) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.

h) Develop the Custom Interfaces based on the approved OSD.

i) Install and configure the Custom Interfaces.

j) Prepare and submit TCRs upon installation of the Interfaces.

k) Provide the FT documents to the Client for review prior to conducting the FT for each interface.

l) Provide a TCR to the Client to approve the receipt of the FT documents.

m) Assist the Client in conducting Functional Testing in accordance with FT documents.

n) Prepare and Submit a TCR, documenting completion of FT including any exceptions to FT.

o) Resolve FT issues and assist the Client with the re-run tests as required.

7.5.3.2 Client Responsibilities

a) Participate in the review of the IRDs and provide the configuration information to TriTech in a timely manner.

b) Provide the information that are necessary for development of the OSD for each Custom Interface.

c) Obtain the API for each of the third party applications that TriTech interfaces with and provide the document to TriTech.

d) Review and approve the OSDs based on the required timelines.

e) Engage the third party vendors in the requirement gathering, development, testing and other interface development activities.

f) Review and approve the FT documents.

g) Participate in the FT.

h) Assist TriTech in documenting FT findings and results.

i) Review and approve the applicable TCRs.

7.6 System and Subsystem Go Live

The "cut over" of each of the Inform Inform RMS Subsystems, and Interfaces into the production environment is a highly orchestrated activity that will require resources from both the Client and TriTech teams. It is required that Inform RMS Client and Web UI Subsystems are taken into production at the same time.

7.6.1 Inform RMS Go Live

Once end-user training has been completed and Inform RMS is ready to be placed into production, TriTech will assist the Client in placing the system into operation. In preparation for Go Live, TriTech will assist the Client in cleaning the training data from the Inform RMS System.

TriTech will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client's confirmation that the System and staff are ready for Go Live.

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Technical Services.

The duration of the Go Live support for Inform RMS and its subsystems for this project will be two (2) days (to include pre and post cutover) by 2 people single shift. Go Lives are conducted on consecutive weekdays (Monday-Friday).. Go Lives that require TriTech support that extends outside of normal business hours or begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

> 2 people for 2 days covering single a shift during normal business hours (8a-5p)

7.6.1.1 TriTech Responsibilities

a) Prepare and submit a Go Live authorization letter to the Client.

a) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.

b) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client's system as part of the Go Live preparations.

c) Be on-site to assist the Client in placing the system into production status.

d) Assist Client staff in using the system and assist the computer operations staff in supporting the system.

e) Provide System monitoring following the actual System cut over as specified within the Purchase Agreement.

f) Prepare and submit a TCR upon first Live operation of Inform RMS.

7.6.1.2 Client Responsibilities

a) Complete Inform RMS roll out to support the Go Live date.

b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.

c) Complete all relevant end user training to support the Go Live of the Subsystems.

d) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule.

e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.

f) Provide dedicated workstations for TriTech support staff during Go Live support period.

g) Provide Client IT support to cover all Client end user and TriTech staff hours of operation.

h) Develop a process for the reporting and resolution of issues.

i) Review and approve the applicable TCR.

8 SYSTEM ACCEPTANCE

Immediately following Go-Live for Inform RMS, a transition period shall start, which will continue for 30 calendar days. During this period TriTech will complete a Customer Service hand-off of the Subsystem by introducing a Customer Service point of contact and by ensuring that communications have been established between Client and TriTech's Customer Service organization. This period will also allow the Client to have access to TriTech's Project Manager and Business Analyst(s) for a smooth transition of the Subsystem to the Customer Service team. During this period, bi-weekly calls will be held by TriTech and the Client team to ensure continuity, and if needed, to discuss any items that may require attention. During this time all Software support issues (errors) and requests for support will be reported by Client to TriTech's Customer

Service Department in accordance with Exhibit C – TriTech Software Support Terms.   TriTech will respond to reported Software Errors in accordance with Exhibit D - TriTech Software Support Terms. Upon conclusion of this 30-day period, the system shall be deemed Accepted.

9 PROJECT CLOSURE

When all project deliverables have been completed (at go live), Project Closure activities will take place immediately after go live. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group immediately following the go live. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Executive.

9.1.1.1 TriTech Responsibilities

a) Provide payment reconciliation, final TCRs and final invoices.

b) Transition the TriTech point of contact from the Project Manager to the Account Executive and Technical Support Department.

c) Provide continued support based on terms of Purchase Agreement.

9.1.1.2 Client Responsibilities

a) Provide approval of Project TCRs within three (3) business days.

b) Provide payment reconciliation and payment of final invoices.

10 APPENDIX A - CONTRACTED MODIFICATIONS TO STANDARD TRITECH SOFTWARE PRODUCTS

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

List of Product Modification OSDs:

There are no product modifications proposed for this project.

11 APPENDIX B - STANDARD TRITECH INTERFACES

> **Note**: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the capabilities of the external system being interfaced.

> **Note**: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

> **Note**: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Standard Interface:

No Standard Interfaces are included in this project.

11.1.1 NCIC State Message Server

The Standard NCIC State Message Server includes the following Queries and Connections:

1. Standard Queries

   The following standard queries/masks will be included in the project, subject to applicable access (State switch access in most States and County access in California). These standard queries can be performed via Inform RMS NCIC menu option or the applicable Inform RMS NCIC data entry screens.

   - Driver's License Query
   - Firearms Query (If available through State/NCIC, this may include historical registration and stolen entry; historical wants)
   - License Plate Query (If available through State/NCIC or RMS)
   - Name/DOB Query (If available through State/NCIC, this may include Warrant or Missing/Unidentified person Information)
   - Property Lookup Query
   - VIN Lookup Query (Information on specialty vehicles, such as boat, aircraft and the like is only available based upon data available through State/NCIC.)

   > **Note**: None of above queries include updates (Cancel, Clear, Locate, Modify), or new entries.

2. Standard Connections

   The following standard connections will be included in the project, subject to applicable access (State switch access in most states and County access in California).

3. NCIC Query Builder

   The TriTech NCIC Query Builder is an extension of the NCIC Message Switch. It provides the Client with the ability to define and submit State, NLETS and NCIC transactions.

12 APPENDIX C - CUSTOM TRITECH INTERFACES

> **Note**: The Client is responsible for providing Application Programming Interface (API) documentation to these Third Party Systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System API or for connecting to TriTech Interfaces Software in the absence of a Third Party API.

> **Note**: The scope of functionality for these custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

> **Note**: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

> **Note**: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Production Environment:

a) One (1) two-way BEAST Interface (CWI-4016)
b) One (1) Coplogic Interface

Disaster Recovery Environment:

a) None

Test Environment:

a) None

1.

TriTech Software License Fee(s)

Inform RMS Software License Fee(s)		Qty	
Inform FBR User		25	
Inform RMS Accident		1	
Inform RMS GIS (With CAD)		1	
Inform RMS Intelligence, Internal Affairs and Narcotics		1	
Inform RMS Server Software (D - 41-100 Users)		1	
Inform RMS Test or Training System		1	
Inform RMS User		25	
NCIC/State Software Inform RMS Concurrent User		25	

Inform RMS Software License Fee(s) Subtotal: $199,598.00

TriTech Upgrade Credit: ($-99,799.00)

TriTech Software License Fee(s) Total: **$99,799.00**

TriTech Implementation Service Fee(s)

RMS Implementation Service Fee(s)		Qty	
Inform RMS Output Designer Workshop 3 Day		1	
Inform RMS Server Installation and Configuration		2	
Inform RMS User Training - Records (3 days)		1	
Remote Implementation Services for Inform RMS GIS		1	

Inform RMS Implementation Service Fee(s) Subtotal: $26,300.00

IQ Implementation Service Fee(s)		Qty	
IQ 1/2 Day Admin Training (Remote)		1	
IQ 1/2 Day End User Training (Remote)		1	
IQ Analytics 1 Day Dashboard End User Training (Remote)		1	
IQ Analytics 1/2 Day Reporting End User Training (Remote)		1	
IQ Analytics Set Up Services (Remote)		1	
IQ Setup and Conversion Services (Up to 5 years for TT Products)		1	

IQ Implementation Service Fee(s) Subtotal: $5,300.00

| | | *TriTech Implementation Service Fee(s) Total:* | | **$31,600.00** |

Custom Solution(s)

Product Name		Qty	
Coplogic Interface		1	
Query Builder		1	
Systems Integration Fee		1	
Tiburon TC RMS to Inform RMS Data Conversion		1	

| | *Custom Solution(s) Total:* | **$87,610.00** |

*Based upon feedback from IBM, Client and TriTech agree that the CopLink Interface will be addressed via an ODBC connection to a Client-established replication server. As such, TriTech has no role or responsibility in delivering this interface. Should Client and TriTech agree to change the approach for delivering this interface, the level of effort, schedule, and incremental TriTech project and maintenance pricing (if any) will be established under a mutually agreed to Change Order.

Recurring Fee(s) (Year 1)

Product Name		Qty	
IQ Analytics 5 Concurrent User Bundle One Year Subscription		1	
IQ Search (B - 11-40 Concurrent Users) One Year Subscription		1	

Recurring Fee(s) (Year 1): $7,300.00

*Ongoing recurring fees will be invoiced with Client's annual software support renewal.

Recurring Fee(s) (Year 2)

Product Name		Qty	
IQ Analytics 5 Concurrent User Bundle One Year Subscription		1	
IQ Search (B - 11-40 Concurrent Users) One Year Subscription		1	

Recurring Fee(s) (Year 2): $7,300.00

*Ongoing recurring fees will be invoiced with Client's annual software support renewal.

Project Related Fee(s)

Product Name		Qty	
Project Management		1	
Estimated Travel Expenses (To be billed as incurred)		1	
Data Conversion for Citations		1	
Inform RMS 4 -Day Configuration and Administration Workshop		1	
Inform RMS 4 -Day Template and Workflow review		1	
Inform RMS 4 -Day Validation and Readiness Workshop		1	
Inform RMS Functional Testing (onsite) - 3 days		1	
Inform RMS Post Go Live System optimization and advanced configuration workshop (3 days onsite)		1	
Inform RMS State Validation and Review workshop (3 days onsite)		1	
Inform RMS User Training - Civil & Warrants (2 Days)		1	
Inform RMS User Training - Field Officers (2 Days)		1	
Inform RMS User Training - Investigations (2 Days)		1	
Onsite Go Live Support Services for Inform RMS (2 persons, 2 days, single shift)		1	
Report Writing Class (3 days)		1	
Two (2) Hour Remote Configuration and Consultation session		5	

Project Related Fee(s) Total: $168,480.00

Annual Software Support – Year 1

Product Name	Support Level	
Coplogic Interface	8 x 5	
Inform FBR User	8 x 5	
Inform RMS Accident	8 x 5	
Inform RMS Intelligence, Internal Affairs and Narcotics	8 x 5	
Inform RMS Server Software (D - 41-100 Users)	8 x 5	
Inform RMS Test or Training System Maintenance		
Inform RMS User	8 x 5	
NCIC/State Software Inform RMS Concurrent User	8 x 5	
Query Builder	8 x 5	

Annual Support Fee(s) (Year 1):	*$33,588.72*
Continuous Upgrade Fee(s) (Year 1):	*$9,133.92*
Annual Support Fee(s) (Year 1) Total:	***$42,722.64***

*If applicable, based on the date of Go Live, Software Support fees will be prorated to provide a coterminous annual software support term with Client's existing TriTech Software licenses.

Optional Items

Product Name		Qty	
2 way integration BEAST to Inform RMS		1	
Additional Training Day (Inform RMS or Inform Jail)		2	
Crossroads Interface		1	
Data Conversion Beast to Inform RMS		1	
Inform RMS Equipment Maintenance		1	
Inform RMS Evidence and Barcoding		1	
Inform RMS User Training - Property and Evidence Training (3 Days)		1	
IQ CrimeView Advanced Reports T5 (50K to 100K, up to 10 Users)		1	
IQ CrimeView Advanced Reports T5 Professional Services		1	
IQ CrimeView Dashboard T5 (50K to 100K) License		1	
IQ CrimeView Dashboard T5 Professional Services		1	
IQ NEARme T6 (25 to 99) License		1	
IQ NEARme T6 (25 to 99) Professional Services		1	
SWITRS Interface		1	

* Pricing valid for twelve (12) months following contract signature. Optional items may require additional project management fees and additional travel costs to be mutually agreed upon by the Client and TriTech. If TriTech extends the Project Schedule through no fault of Client, pricing will remain valid for ninety (90) days from the date of Go Live.

CONTRACT PRICE SUMMARY AND PAYMENT MILESTONES

Contract Price Summary

Inform RMS Software	$99,799.00
Inform RMS Implementation Services	$26,300.00
IQ Implementation Services	$5,300.00
Custom Solutions - Interfaces	$87,610.00
Project Related Fees	$168,480.00
Recurring Fees Year 1	$7,300.00
Annual Software Support Year 1	$42,722.64
Project Implementation Total	$437,511.64

Payment Milestones

20%	Software and Services due at Contract Signing	$72,687.80
20%	Software and Services due at Installation	$72,687.80
20%	Software and Services due at Completion of Functional Testing	$72,687.80
20%	Software and Services due at Completion of Pre-Go Live End User Training	$72,687.80
10%	Software and Services due at Go Live	$36,343.90
10%	Software and Services due at Acceptance as defined in Section 8 of the Statement of Work	$36,343.90
	Estimated Travel - billed as incurred	$31,350.00
100%	Annual Software Support Year 1 - due at Go Live	$42,722.64
	Total	$437,511.64

**Exhibit C
TriTech Software Support Terms**

This Exhibit C defines the terms under which Software Support is provided for the Client's existing licensed TriTech Software and additional TriTech Software licenses purchased under this Amendment, or subsequent to this Amendment, and replaces and supersedes Exhibit C in the Agreement for Professional Services.

1.0   DEFINITIONS

All capitalized terms used in this Exhibit C and not otherwise defined herein shall have the meanings given them in Addendum A of the Consultant Agreement ("Agreement"), which Addendum is incorporated by reference herein as though set forth in full. "TriTech" means TriTech Software Systems; "Client" means the City of Milpitas.

2.0   TERM

The initial term of Software Support services provided under this Exhibit C shall begin at Go Live for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Exhibit C and payment of the renewal Software Support fees. On or before the expiration of the then current support period, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support renewal invoice and notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

3.0   SUPPORT FEE(S)

3.1   Software Support fee(s) to be paid by Client for the initial term of annual Software Support shall be the amount specified in Addendum A hereto, payable without deduction or offset pursuant to TriTech's invoices, which shall be due and payable on receipt, subject to the adjustments as described in 3.2.

3.2   TriTech shall use its best efforts to notify Client sixty (60) days prior to the end of a support term of the Software Support fees for the next succeeding annual term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.   Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3   On Site Support. After Go Live, the parties anticipate and intend that Software Support will be rendered by telephone and/or remote communications. Therefore, Software

Support fees hereunder do not include travel, food or lodging expenses incurred by TriTech for support services provided on site or at other locations remote from TriTech's principal place of business. If it becomes necessary for such support to be rendered on site, subject to Client's pre-approval of such travel, TriTech's reasonable travel, food and lodging expenses shall be paid by Client on receipt of TriTech's invoice for such expenses.

3.4 If Client fails to renew Software Support for any renewal term by execution of the applicable Software Support Renewal Notice and payment of the applicable Software Support fees, Software Support may be rendered by TriTech, at its discretion, on a time and material basis, at TriTech's then current rates for consulting and support plus expenses and Update license fees. If Client ceases to keep in force annual Software Support, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees applicable to the Client's TriTech Software licenses for the time period in question, in addition to the Software Support fee for the current support year. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users. Upon resumption of Client's annual Software Support and payment of all Software Support fees due, Client shall be credited for consulting and support, and Update license fees paid to TriTech during the lapse in annual Software Support.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION

5.1 If, during the term of this Exhibit C, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the

error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.2   TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3   If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.0   SOFTWARE UPDATES

From time to time at TriTech's discretion, Updates to the TriTech Software and Release Notes documenting the Updates will be developed and provided to Client. All Updates and their accompanying Release Notes shall be subject to the software license terms and conditions of the Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0   LIMITATIONS

7.1   Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2   TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3   If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1   Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2   Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3   Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4   Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5   Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6   Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7   Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4   If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or**

implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5   TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6   Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7   Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0   EQUIPMENT AND SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1   If applicable, maintenance for Equipment provided under this Amendment is not included under this Exhibit C. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under the Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2   Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Agreement, if applicable, shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Agreement does not

perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0   LIMITATION OF LIABILITY

9.1   The total liability of TriTech for any claim or damage arising under this Exhibit C or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2   IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

ADDENDUM A

SUPPORT FEES

The support fee for the TriTech Software licenses for Inform RMS and Interfaces ("Inform RMS") granted under this Amendment for Year 1 are included as a line item in Exhibit B. If applicable, support fees for Inform RMS will be prorated to provide a single annual software support period coterminous with Client's existing TriTech Software licenses.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for Inform RMS   Yes ☐

Optional Support Upgrade to 24x7 for Inform Jail   Yes ☐

Optional Support Upgrade to 24x7 for Inform FBR   Yes ☐

Optional Support Upgrade to 24x7 for Inform Fire   Yes ☐

ADDENDUM B

SOFTWARE ERROR CORRECTION
GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

> **Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**

> Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

(7) As more fully defined in the TriTech System Planning Exhibit C, TriTech has approved VPN (virtual private network) connectivity as the sole primary form of support connectivity for TriTech's Inform CAD, Inform Mobile, Inform Browser and related Interfaces Software. Client

shall establish a dependable VPN form of access for TriTech's use in order to be supported to enable TriTech to access, diagnose, update, repair, and/or install a workaround to the system. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting. Citrix GotoAssist is utilized for remote connectivity for Inform RMS, Inform FBR, Inform Jail, Inform Fire, and Inform IQ.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional Documentation on the reported problem.

    a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

Inform CAD, Inform Mobile, Inform Me, Inform Browser, Interfaces, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following: • Inform CAD, Inform Mobile, Inform Me, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911. Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – Urgent Priority	24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible. A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me users). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911. Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible. A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me users are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via support@tritech.com. High Priority Issues are not managed after Normal Customer Service Hours.

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via support@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via support@tritech.com. Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
    a. The Inform CAD System is down and all workstations will not launch or function.
    b. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
    c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
    d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile, Inform Me:
    a. The Inform Mobile System, or Inform Me is down and all unit mobile devices are unable to log in or function.
    b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
    c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
    a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
    a. Inform CAD users are severely impacted due to one of the following conditions:
        i. Unable to enter new requests for service via the emergency or scheduled call-taking screen.
        ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
        iii. The inability to view/edit premise or caution note information.
        iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        v. The system does not perform unit recommendations.
        vi. Inability to assign a unit to an incident.
        vii. Inability to change a unit's status.
        viii. Inability to close an incident.
        ix. Inability to view incident information needed to dispatch an incident.
        x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile, Inform Me:
    a. Inform Mobile, or Inform Me users are severely impacted due to one of the following conditions:
        i. Inability to receive new requests for service from Inform CAD.
        ii. Inability to view incident information needed to dispatch an incident.
        iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        iv. Inability to enter a traffic stop or on-view incident.
        v. The inability to view premise or caution note information.
        vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
    a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
    b. An Inform CAD Paging Interface is down.
    c. An interface used for personnel rostering is down.
    d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.

       e.   An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.

       f.   An ANI/ALI interface repeatedly fails to process information into an incident.

       g.   An interface to an external rostering system used to logon units is down.

       h.   An AVL interface fails to process updates for over 50% of units.

       i.   A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.

       j.   A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

4. Inform Browser:

       a.   Inform Browser is down and no workstations are able to login (unrelated to the Client's network).

5. GISLink:

       a.   There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.

- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

Inform RMS, Inform Jail, Inform FBR, Inform Fire

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: • TriTech Inform RMS, Inform Jail, Inform FBR, or Inform Fire server software inoperative • Loss of ability for all Inform RMS, Inform Jail, Inform FBR, or Inform Fire users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours.*** ***If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.*** Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – Urgent Priority	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible. • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates A significant number of the Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours.*** ***If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.*** Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response

Priority	Issue Definition	Response Time
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, Inform FBR, or Inform Fire function. Such errors will be consistent and reproducible. • Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of Inform RMS, Inform Jail Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. High Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Low Priority issues are not manager after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS:
    a. The Inform RMS System Server is down and unavailable for queries.
    b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
    c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the TriTech Software).
2. Inform Jail:
    a. The Inform Jail System is down and all workstations will not launch or function.
    b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
    c. Inform Jail users are unable to book or release inmates.
3. Inform FBR:
    a. The Inform FBR Server is down and unavailable to process reports.
    b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.
4. Inform Fire:
    a. The Inform Fire Server is down and unavailable to process NFIRS reports.
    b. The Inform Fire Server is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS:
   a. The inability to create, save, access, or close records.
   b. The inability to enter property in the evidence module.
   c. The inability to move a piece of property to another location.
   d. The inability to assign a case to an investigator.
   e. The inability to create UCR/NIBRS State Reports.
   f. The inability to complete an expungement on a name record.
   g. The system does not display active master name alerts.
   h. The system does not display active warrants for a master name.
2. Inform FBR:
   a. The inability to create, save, access, or close reports.
   b. The inability to transfer a report to RMS.
   c. The inability to provide master resolution during entry.
   d. A report is unable to complete the approval workflow.
3. Inform Jail:
   a. Inform Jail users are severely impacted due to one of the following conditions:
      i. Unable to book or release inmates.
4. Inform Fire:
   a. The inability to create save, access or close fire records.
   b. The inability to create save, access or close inspections records.
   c. The inability to create save, access or close hazard records.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:

  A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, or National Fire Incident Reporting System (NFIRS) within Inform Fire as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Exhibit D
Initial Project Schedule

(Attached)

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names
0	0	**City of Milpitas, CA - RMS & Interfaces DRAFT**	249.5 days	10/13/16	Tue 10/10/17			
1	1	**Phase I- Initiation**	35 days	10/13/16	Fri 12/2/16			
2	1.1	Pre Contract Milestones and Deliverables	20 days	Thu 10/13/16	Wed 11/9/16		7,5,4	TSS-Sales
3	1.2	Draft Project Schedule	5 days	Mon 11/28/16	Fri 12/2/16	5,4		TSS-PM
4	1.3	Finalize SOW	10 days	Thu 11/10/16	Wed 11/23/16	2	3,7,5FF	TSS-PM
5	1.4	Finalize Contract	5 days	Thu 11/17/16	Wed 11/23/16	2,4FF	6,7,3	TSS-Sales
6	1.5	Perform TriTech Internal Initiation activities	5 days	Mon 11/28/16	Fri 12/2/16	5	7	TSS-PM
7	1.6	Phase I (Initiation) Complete	0 days	Fri 12/2/16	Fri 12/2/16	2,5,6,4	9FS+5 days	
8	2	**Phase II- Planning**	10 days	Mon 12/12/16	Tue 12/27/16			
9	2.1	Conduct a Project Kick-off	1 day	Mon 12/12/16	Mon 12/12/16	7FS+5 days	10FS+4 days,11,5	TSS-PM,Client
10	2.2	Baseline Project Schedule	5 days	Mon 12/19/16	Tue 12/27/16	9FS+4 days	11	TSS-PM
11	2.3	Phase II (Planning) Complete	0 days	Tue 12/27/16	Tue 12/27/16	9,10		
12	3	**Phase III - Execution**	208.5 days	Tue 12/13/16	Tue 10/10/17			
13	3.1	**Hardware/OS Configuration**	55 days	Tue 12/20/16	Thu 3/9/17			
14	3.1.1	HDW - Review: Site Prep/Network Diagram Review	5 days	Tue 12/20/16	Wed 12/28/16	9FS+5 days	21,15	TSS-PM,Client,TSS-CIS
15	3.1.2	HDW - Procure and deliver Hardware and third party Software	20 days	Thu 12/29/16	Thu 1/26/17	14	16FS+5 days	TSS-PM,Client
16	3.1.3	HDW - Complete ISR Configuration Sheet	5 days	Fri 2/3/17	Thu 2/9/17	15FS+5 days	17	Client
17	3.1.4	HDW - Base HDW/OS installation	5 days	Fri 2/10/17	Thu 2/16/17	16	21,18	Client
18	3.1.5	HDW - System Installation and Server Configuration	5 days	Fri 2/17/17	Thu 2/23/17	17	21,20,19,99,27,32	TSS-CIS,Client
19	3.1.6	HDW - Conduct Technical Handoff Meeting with Client	1 day	Fri 2/24/17	Fri 2/24/17	18	21	Client,TSS-CIS,TSS-TSE
20	3.1.7	HDW - Disaster Recovery System Installation and Configuration	10 days	Fri 2/24/17	Thu 3/9/17	18	21	TSS-CIS
21	3.1.8	HDW - Complete	0 days	Thu 3/9/17	Thu 3/9/17	14,17,18,20,19		
22	3.2	**GIS**	43 days	Thu 12/29/16	Tue 2/28/17			
23	3.2.1	GIS - Client Source Data Submission	1 day	Thu 12/29/16	Thu 12/29/16	9FS+10 days	24FS+5 days	Client
24	3.2.2	GIS - Source Data Evaluation for RMS	5 days	Mon 1/9/17	Fri 1/13/17	23FS+5 days	25	TSS-GIS
25	3.2.3	GIS - Client Modification Based on TriTech Feedback (Iterative)	10 days	Mon 1/16/17	Fri 1/27/17	24	26	
26	3.2.4	GIS - Create RMS GIS Locator Packages	5 days	Mon 1/30/17	Fri 2/3/17	25	27	TSS-GIS
27	3.2.5	GIS - Configure RMS Web Services for GIS	2 days	Fri 2/24/17	Mon 2/27/17	18,26	28,29	TSS-GIS
28	3.2.6	GIS - Install RMS GIS Framework	1 day	Tue 2/28/17	Tue 2/28/17	27	29	TSS-SE
29	3.2.7	GIS - Complete	0 days	Tue 2/28/17	Tue 2/28/17	27,28	32	
30	3.3	**Inform RMS**	181 days	Tue 12/13/16	Wed 8/30/17			
31	3.3.1	**Inform RMS Implementation**	113 days	Wed 3/1/17	Wed 8/9/17			

Project: City of Milpitas, CA - RMS
Date: Wed 11/2/16

Task		Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split		External Tasks	Inactive Summary	Manual Summary	Progress
Milestone		External Milestone	Manual Task	Start-only	Manual Progress
Summary		Inactive Task	Duration-only	Finish-only	

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names
32	3.3.1.1	RMS Configuration and Admin Workshop	4 days	Wed 3/1/17	Mon 3/6/17	18,29	34,33FS+15 days,	TSS-BA RMS,Client
33	3.3.1.2	RMS Template and Workflow Workshop	4 days	Tue 3/28/17	Fri 3/31/17	32FS+15 days	34,35FS+10 days,	Client
34	3.3.1.3	RMS System Configuration - Client	20 days	Mon 4/3/17	Fri 4/28/17	32,33	39	TSS-BA RMS,Client
35	3.3.1.4	RMS Remote Configuration and Consultation (2) Two Hour Se	2 days	Mon 4/17/17	Tue 4/18/17	33FS+10 days		Client,TSS-BA RMS
36	3.3.1.5	RMS Output Designer Workshop	3 days	Tue 4/25/17	Thu 4/27/17	33FS+16 days	37FS+17 days	Client,TSS-BA RMS
37	3.3.1.6	RMS State Validation and Review Workshop	3 days	Tue 5/23/17	Thu 5/25/17	36FS+17 days	38FS+16 days	
38	3.3.1.7	RMS Validation and Readiness workshop	4 days	Tue 6/20/17	Fri 6/23/17	37FS+16 days	39	TSS-BA RMS
39	3.3.1.8	RMS Functional Test	3 days	Mon 6/26/17	Wed 6/28/17	38,34	41	TSS-BA RMS,Client
40	3.3.1.9	**RMS - User Training**	**28 days**	**Thu 6/29/17**	**Wed 8/9/17**			
41	3.3.1.9.1	RMS User Training - Field Officers	2 days	Thu 6/29/17	Fri 6/30/17	39	43	TSS-Trainer,Client
42	3.3.1.9.2	RMS User Training - Records	3 days	Mon 7/17/17	Wed 7/19/17	44FS+1 day	47,46FS+2 days	TSS-Trainer,Client
43	3.3.1.9.3	RMS User Training - Investigations	2 days	Wed 7/5/17	Thu 7/6/17	41	47,45FS+1 day	TSS-Trainer,Client
44	3.3.1.9.4	RMS User Training - Property/Evidence	2 days	Wed 7/12/17	Thu 7/13/17	45	47,42FS+1 day	TSS-Trainer,Client
45	3.3.1.9.5	RMS User Training - Civil & Warrants	2 days	Mon 7/10/17	Tue 7/11/17	43FS+1 day	47,44	TSS-Trainer,Client
46	3.3.1.9.6	RMS Report Writing Training	3 days	Mon 7/24/17	Wed 7/26/17	42FS+2 days	47	TSS-Trainer,Client
47	3.3.1.9.7	RMS/FBR - Client Conducted End User Training	2 wks	Thu 7/27/17	Wed 8/9/17	42,43,44,45,46	48	Client
48	3.3.1.9.8	RMS/FBR User Training Complete	0 days	Wed 8/9/17	Wed 8/9/17	47	96FS+13 days	
49	3.3.2	**Inform RMS Interfaces**	**101 days**	**Fri 1/13/17**	**Mon 6/5/17**		96	
50	3.3.2.1	**Custom RMS Interfaces**	**101 days**	**Fri 1/13/17**	**Mon 6/5/17**			
51	3.3.2.1.1	**Custom RMS Interface BEAST**	**101 days**	**Fri 1/13/17**	**Mon 6/5/17**			
52	3.3.2.1.1.1	Requirement Analysis	5 days	Fri 1/13/17	Thu 1/19/17	9FS+20 days	53	TSS-SE,Client
53	3.3.2.1.1.2	OSD Development	20 days	Fri 1/20/17	Thu 2/16/17	52	54	TSS-SE
54	3.3.2.1.1.3	OSD Review and Revision	10 days	Fri 2/17/17	Thu 3/2/17	53	55	TSS-SE,Client
55	3.3.2.1.1.4	OSD Approval	1 day	Fri 3/3/17	Fri 3/3/17	54	56	Client
56	3.3.2.1.1.5	Interface Coding	6 wks	Mon 3/6/17	Fri 4/14/17	55	57	TSS-Eng
57	3.3.2.1.1.6	Interface Installation and Initial Testing	5 days	Mon 4/17/17	Fri 4/21/17	56,18	58	TSS-Eng,Client
58	3.3.2.1.1.7	Interface testing with Vendor and Client	10 days	Mon 4/24/17	Fri 5/5/17	57	59	TSS-Eng,Client
59	3.3.2.1.1.8	Interface Troubleshooting and Rework	10 days	Mon 5/8/17	Fri 5/19/17	58	60	TSS-Eng
60	3.3.2.1.1.9	Interface FAT	10 days	Mon 5/22/17	Mon 6/5/17	59		TSS-Eng,Client
61	3.3.2.1.2	**Custom RMS Interface CopLogic**	**101 days**	**Fri 1/13/17**	**Mon 6/5/17**			
62	3.3.2.1.2.1	Requirement Analysis	5 days	Fri 1/13/17	Thu 1/19/17	9FS+20 days	63	TSS-SE,Client
63	3.3.2.1.2.2	OSD Development	20 days	Fri 1/20/17	Thu 2/16/17	62	64	TSS-SE

Legend:
- Task
- Split
- Milestone
- Summary
- Project Summary
- External Tasks
- External Milestone
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- Deadline
- Progress
- Manual Progress

ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names
64	3.3.2.1.2.3	OSD Review and Revision	10 days	Fri 2/17/17	Thu 3/2/17	63	65	TSS-SE,Client
65	3.3.2.1.2.4	OSD Approval	1 day	Fri 3/3/17	Fri 3/3/17	64	66	Client
66	3.3.2.1.2.5	Interface Coding	6 wks	Mon 3/6/17	Fri 4/14/17	65	67	TSS-Eng
67	3.3.2.1.2.6	Interface Installation and Initial Testing	5 days	Mon 4/17/17	Fri 4/21/17	66,18	68	TSS-Eng,Client
68	3.3.2.1.2.7	Interface testing with Vendor and Client	10 days	Mon 4/24/17	Fri 5/5/17	67	69	TSS-Eng,Client
69	3.3.2.1.2.8	Interface Troubleshooting and Rework	10 days	Mon 5/8/17	Fri 5/19/17	68	70	TSS-Eng
70	3.3.2.1.2.9	Interface FAT	10 days	Mon 5/22/17	Mon 6/5/17	69		TSS-Eng,Client
71	**3.3.2.1.3**	**Custom RMS Interface CopLink**	**101 days**	**Fri 1/13/17**	**Mon 6/5/17**			
72	3.3.2.1.3.1	Requirement Analysis	5 days	Fri 1/13/17	Thu 1/19/17	9FS+20 days	73	TSS-SE,Client
73	3.3.2.1.3.2	OSD Development	20 days	Fri 1/20/17	Thu 2/16/17	72	74	TSS-SE
74	3.3.2.1.3.3	OSD Review and Revision	10 days	Fri 2/17/17	Thu 3/2/17	73	75	TSS-SE,Client
75	3.3.2.1.3.4	OSD Approval	1 day	Fri 3/3/17	Fri 3/3/17	74	76	Client
76	3.3.2.1.3.5	Interface Coding	6 wks	Mon 3/6/17	Fri 4/14/17	75	77	TSS-Eng
77	3.3.2.1.3.6	Interface Installation and Initial Testing	5 days	Mon 4/17/17	Fri 4/21/17	76,18	78	TSS-Eng,Client
78	3.3.2.1.3.7	Interface testing with Vendor and Client	10 days	Mon 4/24/17	Fri 5/5/17	77	79	TSS-Eng,Client
79	3.3.2.1.3.8	Interface Troubleshooting and Rework	10 days	Mon 5/8/17	Fri 5/19/17	78	80	TSS-Eng
80	3.3.2.1.3.9	Interface FAT	10 days	Mon 5/22/17	Mon 6/5/17	79		TSS-Eng,Client
81	**3.3.3**	**Law RMS Legacy Data Conversion (LDC)**	**181 days**	**Tue 12/13/16**	**Wed 8/30/17**			
82	3.3.3.1	LDC RMS - Provide Legacy Data to TriTech	10 days	Tue 12/13/16	Wed 12/28/16	9	83	Client
83	3.3.3.2	LDC RMS - Data Analysis and Review	20 days	Thu 12/29/16	Thu 1/26/17	82	84	TSS-Eng
84	3.3.3.3	LDC RMS - Define Data Mapping	20 days	Tue 3/7/17	Mon 4/3/17	83,32	85	TSS-Eng,Client
85	3.3.3.4	LDC RMS - Develop Data Conversion Plan	40 days	Tue 4/4/17	Tue 5/30/17	84	86	TSS-Eng
86	3.3.3.5	LDC RMS - Perform Conversion on a sample set	5 days	Wed 5/31/17	Tue 6/6/17	85	87	TSS-Eng
87	3.3.3.6	LDC RMS - Perform Data Validation	10 days	Wed 6/7/17	Tue 6/20/17	86	88	Client
88	3.3.3.7	LDC RMS - Update Data Conversion Plan and test	20 days	Wed 6/21/17	Thu 7/20/17	87	89,96	TSS-Eng
89	3.3.3.8	LDC RMS - Perform Final Legacy RMS Data Conversion	2 days	Tue 8/29/17	Wed 8/30/17	88,96FS-2 days	90	TSS-Eng
90	3.3.3.9	LDC RMS - Data Conversion Complete	0 days	Wed 8/30/17	Wed 8/30/17	89		
91	**3.4**	**Go - Live**	**30 days**	**Thu 7/20/17**	**Wed 8/30/17**			
92	3.4.1	RMS - Go Live Assessment/Authorization to Proceed	0 days	Thu 7/20/17	Thu 7/20/17	96FS-30 days		Client,TSS-PM
93	3.4.2	RMS - Pre Go Live System Checks	5 days	Thu 8/10/17	Wed 8/16/17	96FS-15 days		TSS-BA RMS
94	3.4.3	RMS - System Lock Down	10 days	Thu 8/17/17	Wed 8/30/17	96FS-10 days		
95	3.4.4	RMS - Pre Go Live Activities	1 day	Thu 8/24/17	Thu 8/24/17	96FS-5 days		TSS-BA RMS,TSS-Eng

	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Project: City of Milpitas, CA - RMS	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Date: Wed 11/2/16	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

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ID	WBS	Task Name	Duration	Start	Finish	Predecessors	Successors	Resource Names
96	3.4.5	RMS/FBR - Go Live	2 days	Tue 8/29/17	Wed 8/30/17	48FS+13 days,49,	108,111FS+20 day	Client,TSS-BA RMS
97	**3.5**	**IQ & Analytics**	**27.5 days**	**Thu 8/31/17**	**Tue 10/10/17**			
98	**3.5.1**	**IQ & Analytics Implementation**	**27.5 days**	**Thu 8/31/17**	**Tue 10/10/17**			
99	3.5.1.1	IQ-AN - System checks, synch setup, & conversion services (R	2 wks	Thu 8/31/17	Thu 9/14/17	18,96	100FS+1 wk,109	Client,TSS-CIS
100	3.5.1.2	IQ-AN - Administration Training (Remote)	0.5 days	Fri 9/22/17	Fri 9/22/17	99FS+1 wk	101	Client,TSS-Trainer
101	3.5.1.3	IQ-AN - IQ Core End User Training (Remote)	0.5 days	Fri 9/22/17	Fri 9/22/17	100	102	TSS-Trainer,Client
102	3.5.1.4	IQ-AN - Dashboard End User Training (Remote)	1 day	Mon 9/25/17	Mon 9/25/17	101	103	TSS-Trainer,Client
103	3.5.1.5	IQ-AN - Repporting End User Training (Remote)	0.5 days	Tue 9/26/17	Tue 9/26/17	102	105,104	TSS-Trainer,Client
104	3.5.1.6	IQ-AN - Client Training for Remaining Users	2 wks	Tue 9/26/17	Tue 10/10/17	103	105	Client
105	3.5.1.7	IQ-AN - Complete	0 days	Tue 10/10/17	Tue 10/10/17	103,104		Client
106	**4**	**Phase IV - Closure**	**23 days**	**Thu 8/31/17**	**Tue 10/3/17**			
107	**4.1**	**Hand Off to Support**	**11 days**	**Thu 8/31/17**	**Fri 9/15/17**		**112**	
108	4.1.1	RMS/FBR - Hand Off to Support	1 day	Thu 8/31/17	Thu 8/31/17	96		Client,TSS-PM,TSS-CAI
109	4.1.2	IQ-AN - Hand Off to Support	1 day	Fri 9/15/17	Fri 9/15/17	99		Client,TSS-PM,TSS-CAI
110	**4.2**	**Post Cutover Training**	**3 days**	**Fri 9/29/17**	**Tue 10/3/17**		**112**	
111	4.2.1	RMS System Optimization and Adv Config Workshop	3 days	Fri 9/29/17	Tue 10/3/17	96FS+20 days		Client,TSS-BA RMS
112	4.3	Phase IV Closure Complete	0 days	Tue 10/3/17	Tue 10/3/17	107,110		TSS-BA CAD,TSS-BA M

Project: City of Milpitas, CA - RMS
Date: Wed 11/2/16

Task		Project Summary		Inactive Milestone	◇	Manual Summary Rollup	Deadline
Split		External Tasks		Inactive Summary		Manual Summary	Progress
Milestone	◆	External Milestone	◇	Manual Task		Start-only	Manual Progress
Summary		Inactive Task		Duration-only		Finish-only	

Exhibit E
IQ Subscription Service License & Use Agreement

(Attached)

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

IQ Subscription Service License & Use Agreement

I.   Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date of last signature below. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties". The Parties have entered into a System Purchase Agreement (the "Purchase Agreement") which includes the provision of the subscription services defined in this Agreement and the Statement of Work (the "SOW") attached as Addendum A-1 to the Purchase Agreement.

II.   Services; Software.

A.   Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):

(i)   Hosting TriTech's software ("Software") for its IQ online programs and corresponding module(s) as indicated in the Purchase Agreement;

(ii)   Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Purchase Agreement and SOW;

(iii)   Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv)   Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");

(v)   Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi)   Providing any other Software related services stated in the Purchase Agreement (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;

(vii)   Providing the Client with initial training as stated in the Purchase Agreement; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix)   If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable IQ application.

B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.

C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III.   License; Access.

A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.

D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In the Purchase Agreement.

IV. Fees; Payment; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in the Purchase Agreement (together, "Fees"). Failure to pay may result in suspension or termination of your account until payment is made. Fees shall remain in effect during the Initial Term. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.

B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").

C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:
TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users.

B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.

E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.

G Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.

H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.

K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI.   Client Responsibilities.

A.   In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.

B.   Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C.   Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.

D.   Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E.   Client is responsible for maintaining an active e-mail account for correspondence with TriTech.

F.   Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

G.   Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

VII.   Confidentiality, Privacy and Business Associate Provisions.

A.   In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred

to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services;

<u>provided</u> that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. **Ownership.**

A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. **Disclaimer; Limitation of Liability.**

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.

D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.

E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM.

X. Indemnification.

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to TriTech:

> **TriTech Software Systems**
> 9477 Waples Street, Ste. 100
> San Diego, CA 92121
> Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement and the Purchase Agreement contain the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CLIENT   **TRITECH SOFTWARE SYSTEMS**

_____   _____
Accepted By (Signature)   Accepted By (Signature)

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

_____   _____
Date   Date

_____
Address Line 1 – Company/Agency Name

_____
Address Line 2 – Street Address

_____
Address Line 3 – City, State, Zip

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for IQ applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;

5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;

7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed IQ software application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com; IQ NEARme: omega-support@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	IQ Search and IQ Analytics. 24X7 Support for live operations on the production system. This is defined as the following: • The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable IQ system is inoperable due to data loss or corruption caused by TriTech Software This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's IQ workstations These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations). These Software Errors are defined in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme

Priority	Priority Definition	Response Times
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common IQ system functions. Such errors will be consistent and reproducible. • The IQ system is unable to transfer data from external system to IQ • The IQ system update causing system functions to be inoperative with no workaround A significant number of IQ workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 ssues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 5 issues for IQ Search, IQ Analytics, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 – IQ and Analytics Critical Priority issues meeting the previously noted criteria are defined as follows:

    a.   The IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.

    b.   The IQ system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 issues for IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, or IQ NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

    a.   The IQ System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.

    b.   The IQ system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq*.

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.